

ARBITRATION AGREEMENT

In consideration of being given an opportunity to perform services for **APS Electric Inc.** ("APS"), its promise to arbitrate all work-related disputes and my receipt of compensation and fees for services rendered paid to me by APS, at present and in the future, I agree that any and all controversies, claims, or disputes with anyone (including the APS, its affiliates, successors, subsidiaries, and/or parent companies and their officers, directors, shareholders, members, managers, and employees) arising out of, relating to, or resulting from my performance of services for APS or the termination thereof, including any breach of this agreement, shall be subject to binding arbitration under the Federal Arbitration Act and pursuant to New York law. Disputes which I agree to arbitrate, and thereby agree to waive any right to a trial by jury, include any statutory claims under state or federal law, including, but not limited to, claims arising under the Defend Trade Secrets Act, Title VII of the Civil Rights Acts of 1866, 1871, 1964 and 1992; the Employee Retirement Income Security Act of 1974, as amended; the Occupational Safety and Health Act; the National Labor Relations Act, as amended; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act, as amended; the Worker Adjustment and Retraining Notification Act; the Pregnancy Discrimination Act; Fair Labor Standards Act, as amended, Family Medical Leave Act, the New York State Human Rights Law, New York State Executive Law, the New York City Administrative Code and any other applicable Federal, State and local statutes including but not limited to discrimination, labor and wage statutes, regulations, decisional law and ordinances and all human rights, fair employment, contract and tort laws. I further understand that this agreement to arbitrate also applies to any disputes that the APS may have with me.

I agree that any controversy, claim, or dispute arising out of or relating to my performance of services for APS and/or cessation thereof shall be settled exclusively by binding arbitration. Any arbitration will be administered by ADR Systems of America, L.L.C. ("ADR"). A neutral arbitrator will be selected in a manner consistent with ADR's rules and procedures for the resolution of the dispute. I agree that the arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. I also agree that the arbitrator shall have the power to award any remedies, including attorneys' fees and costs, available under applicable law. I understand the fees associated with any arbitration shall be borne equally by the parties unless a determination is made that I am an employee of APS, in which case, APS will pay for any administrative hearing fees charged by the arbitrator or ADR except that I shall pay the first \$1,000.00 of any fees associated with any arbitration resulting under this agreement. I agree that the arbitrator shall administer and conduct any arbitration in a manner consistent with ADR's procedures and the applicable rules of civil procedure, and that to the extent there is a conflict, that the ADR's rules and procedures shall take precedence. I agree that the decision of the arbitrator shall be in writing and is final and binding.

This Agreement shall explicitly exclude the requirement to arbitrate any claims by APS for injunctive relief, which may be brought in a court of competent jurisdiction. Furthermore, I agree that any controversy, claim, or dispute covered by this Agreement will be arbitrated on an individual basis. No controversy, claim, or dispute between an employee and APS may be consolidated or joined with a dispute between any other employee and APS nor may an individual employee seek to bring his/her dispute on behalf of other employees as a class or collective action. Except as provided by this Agreement, arbitration shall be the sole, exclusive, and final remedy for any dispute between APS and me.

Accordingly, except as provided for by this Agreement, neither the APS nor I will be permitted to pursue court action regarding claims that are subject to arbitration. Notwithstanding, the arbitrator will not have the authority to disregard or refuse to enforce this Agreement, and the arbitrator shall not order or require the APS to adopt a policy not otherwise required by law which the APS has not adopted.

Additionally, in order to insure that all issues concerning your employment are dealt with in a quick and efficient manner, APS requires, as a condition of its engagement with me to perform services, that any claim or lawsuit, including – but not limited to – claims regarding payment of salary, wages, commissions, bonuses, wage supplements, incentive compensation, and/or severance relating to your service or application for service with the Company must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or lawsuit, except where prohibited by law. I therefore waive any statute of limitations to the contrary.

I also understand that I have a right to consult with a person of my choosing, including an attorney, before signing this document. I also understand that I have a right to consult with a person of my choosing, including an attorney, before signing this document. I agree to waive voluntarily and knowingly and free from any duress or coercion whatsoever my right to a trial by a judge or jury as well as my right to participate in a class or collective action.


(Employee Signature)


Print Name


Date